

**CONTRACT ADMINISTRATION MEMORANDUM NO. 2**

**REGARDING**

**CONCESSION AGREEMENT**

**SERVICE CONTRACT FOR THE DESIGN, CONSTRUCTION AND FINANCING OF  
UPGRADES AND FOR THE OPERATION OF THE RIALTO UTILITY AUTHORITY  
WASTEWATER FACILITY AND WATER FACILITY**

This Contract Administration Memorandum No. 2 regarding the Concession Agreement: Service Contract for the Design, Construction and Financing of Upgrades and for the Operation of the Rialto Utility Authority Wastewater Facility and Water Facility (this "Memorandum") is entered into and effective as of November 29, 2012 by and between:

(a) Rialto Water Services, LLC, a Delaware limited liability company (the "Concessionaire");

(b) the Rialto Utility Authority, a California joint powers authority (the "Authority");  
and

(c) the City of Rialto, a municipal corporation of the State of California (the "City")  
and, together with the Concessionaire and the Authority, the "Parties").

**BACKGROUND:**

A. The Concessionaire, as successor in interest to Rialto Water Services, LP, a Delaware limited partnership, the Authority and the City are parties to that certain Concessionaire Agreement: Service Contract for the Design, Construction and Financing of Upgrades and for the Operation of the Rialto Utility Authority Wastewater Facility and Water Facility, entered into and effective as of March 27, 2012 (the "Agreement"). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement. Unless otherwise indicated, all section references are to the Sections of the Agreement.

B. Pursuant to Section 25.6 of the Agreement, the Concessionaire, the Authority and the City entered into Contract Administration Memorandum No. 1 entered into and effective as of September 14, 2012 ("CAM No. 1") pursuant to the Agreement to address certain matters of interpretation and application arising during the course of the performance of their obligations under the Agreement, including matters to clarify the meaning, interpretation or application of the Agreement as a result of certain changes described in CAM No. 1.

C. The Concessionaire, the Authority and the City have determined that the meaning, interpretation or application of certain other provisions of the Agreement shall be documented in this subsequent Memorandum.

D. Pursuant to Section 25.6 of the Agreement, the Concessionaire, the Authority and the City have agreed to execute this Memorandum to evidence the resolution reached by such parties as to matters of interpretation and application with respect to the Agreement and the form documents attached as schedules to the Agreement (each a "Schedule" and together

the "Schedules"), none of which constitute a change, alteration, revision or modification of the terms and conditions of the Agreement of the type that is required to be made through a written amendment.

NOW, THEREFORE, the following reflects the resolution reached by the Concessionaire, the Authority and the City:

1. Definitions.

- a. The Parties agree that the definition of "Annual Average Wastewater Chemical Costs" shall be interpreted to mean (a) the sum of the amount described in clause (i) of the definition thereof, and the amount described in clause (ii) of the definition thereof; divided by (b) the number of units (e.g., gallons, pounds, etc.) in the Actual Wastewater Chemical Consumption for the subject Contract Year.
- b. The Parties agree that the definition of "Annual Average Water Chemical Costs" shall be interpreted to mean (a) the sum of the amount described in clause (i) of the definition thereof, and the amount described in clause (ii) of the definition thereof; divided by (b) the number of units (e.g., gallons, pounds, etc.) in the Actual Water Chemical Consumption for the subject Contract Year.
- c. The Parties agree that the intent of the phrase "or similar agreement" in the definition of "Bond Documents" is to include note purchase agreements.
- d. The Parties agree that the intent of the definition of "Bond Trustee" is to incorporate collateral agents or other similar agents serving under Bond Documents.
- e. The Parties agree that the reference to "14 C.F.R. Sections 15000 *et seq.*" in the definition of "CEQA" shall be interpreted to mean "14 C.C.R. Sections 15000 *et seq.*"
- f. The Parties agree that, as reflected in Section 29.10 of the Concession Agreement, the intent of the definition of "Concessionaire" is to include Rialto Water Services, LP's successors or permitted assigns, including Rialto Water Services, LLC as a permitted assign pursuant to Section 26.2 of the Concession Agreement and CAM No. 1, and, upon their exercise of remedies permitted under the Direct Agreement or the other Financing Documents, the Secured Parties.
- g. The Parties agree that the intent of the phrase "or other financing agreement or arrangement" in the definition of "Financing Document" is to include note purchase agreements and the Direct Agreement.
- h. The Parties agree that the intent of the definition of "Initial Bonds" is to incorporate promissory notes, notes or similar instruments.

- i. The Parties agree that the intent of the definition "Secured Parties" is to incorporate any other Person that becomes a Secured Party pursuant to the Depositary Agreement, and any successors or assigns of any Secured Party.
- j. The Parties agree that the capitalized term "Total Water Electricity Costs" shall be interpreted to mean the sum of the Actual Water Electricity Consumption Costs plus the Actual Water Fixed and Demand Based Electricity Costs.

2. Document Provisions.

a. The Parties agree that, in furtherance of the change of initial Contractor set forth in CAM No. 1, all references in the Concession Agreement and the Schedules thereto to "American Water Operations & Maintenance Inc." or "AWO&M" shall be deemed instead to refer to "Veolia Water West Operating Services, Inc." or "Contractor" as appropriate, all references in the Concession Agreement and the Schedules thereto to "American Water Resources, Inc. d/b/a American Water Resources Insurance Services" or "AWR" shall be deemed instead to refer to "the provider of the service line insurance policies," and all references in the Concession Agreement and the Schedules thereto to AWR's "LineSaver<sup>TM</sup> Insurance Policies" or "LineSaver<sup>TM</sup> Program" shall be deemed instead to refer to "service line insurance program."

b. The Parties agree that, in furtherance of the change of initial Independent Engineer set forth in CAM No. 1, all references in the Concession Agreement to "WS Atkins International Limited" shall be deemed instead to refer to "Arup North America Ltd."

c. The City, the Authority and the Concessionaire have determined, and hereby clarify, that the intent of the Access Agreements is to grant the Concessionaire a nonexclusive license to access the respective Utility Facilities and Utility Facilities Site and does not constitute a lease, easement or other interest in real property.

d. The Parties have determined, and hereby clarify, that Section 2.1(f) and Section 2.2(n) of the Concession Agreement require the Concessionaire and the Authority and the City, respectively, to deliver an executed copy of the Joint Escrow Instructions on or before the Effective Date.

e. The Parties have determined, and hereby clarify, that, given that the sixth sentence of Section 3.6 allows the Parties to select an alternate value to book value of the assets listed on Schedule A.7 and Schedule B.7 at the Effective Date, in order to make the related provisions consistent with this provision of Section 3.6, all subsequent references in the Concession Agreement to "book value" shall be deemed to refer to "book value (unless a book value is not available or the Parties agree on an alternate value)." The Parties have determined to use, for purposes of the Effective Date valuation, book value for rolling stock assets and invoice value for the other assets listed on Schedule A.7 and Schedule B.7 and have agreed to work in good faith to determine such agreed-upon values of such assets no later than December 31, 2012.

f. The Parties have determined, and hereby clarify, that the Concessionaire is not a party to the service line insurance program agreement and should not be listed as a party to such agreement in section 3.8(d). The Parties have further determined, and hereby clarify, that Concessionaire is satisfying its obligations under Section 3.8 by engaging Contractor to enter into the agreement with the Authority and the City contemplated in Section 3.8(d).

g. The Parties have determined, and hereby clarify, that clause (B) of Section 5.1(s)(iii) shall be interpreted to require the Parties to consult in good faith to resolve any discrepancies within 10 days of the end of the referenced 15-day extension to the review period.

h. The Parties have determined that the Wastewater Annual Budget attached hereto as Annex A-1 satisfies the requirement of Section 5.1(s)(v).

i. The City, the Authority and the Concessionaire have determined, and hereby clarify, that, as of the date hereof, the Wastewater Facility User Fees established by the City and the Authority on June 26, 2012, are expected to be adequate to satisfy the requirement of Section 5.8(a)(iii) of the Concession Agreement, taking into account the funding of the Wastewater Rate Stabilization Account with proceeds of the Initial Concessionaire Financing and the planned draws from the Wastewater Rate Stabilization Account pursuant to Schedule E-3 of the Concession Agreement.

j. The Parties have determined, and hereby clarify, that the phrase "the Authority has exercised all reasonable due diligence in seeking the issuance of such Governmental Approvals" in the second sentence of Section 6.6(d) of the Concession Agreement should be interpreted to read "the Concessionaire shall have exercised all reasonable due diligence in performing its obligations hereunder relating to the issuance of such Governmental Approvals".

k. The Parties have determined, and hereby clarify, that the first paragraph of Article VIII should be interpreted so that the Wastewater Facility Improvement Cost is included in the list that starts with the phrase "including without limitation" therein.

l. The Parties have determined, and hereby clarify, that, for purposes of Section 8.3(a)(viii) of the Concession Agreement, the Concessionaire Charge also shall not apply to any Capital Charges component of Compensation.

m. The City, the Authority and the Concessionaire have determined, and hereby clarify, that, under Sections 8.13(a), 8.13(c), 8.14(a), 8.14(c), 14.13(a), 14.13(c), 14.14(a) and 14.14(c), payment by the Authority of an amount due to the Concessionaire under the Wastewater Chemical Settlement Statement, the Wastewater Electricity Settlement Statement, the Water Chemical Settlement Statement or the Water Electricity Settlement Statement, as applicable, shall be made upon receipt of a Billing Statement of Concessionaire in the same manner as payment of other Compensation under the Concession Agreement, and payment by Concessionaire of an amount due to the Authority under the Wastewater Chemical Settlement Statement, the Wastewater Electricity Settlement Statement, the Water Chemical Settlement Statement or the Water Electricity Settlement Statement, as applicable, shall be made by or on behalf of Concessionaire by a deposit of the requisite funds to the Master Revenue Account under the Trust Agreement.

n. The Parties have determined, and hereby clarify, that clause (B) of Section 11.1(p)(iii) shall be interpreted to require the Parties to consult in good faith to resolve any discrepancies within 10 days of the end of the referenced 15-day extension to the review period.

o. The Parties have determined that the Water Annual Budget attached hereto as Annex A-2 satisfies the requirement of Section 11.1(p)(v).

p. The Parties have determined, and hereby clarify, that the first sentence of Section 11.4 should be interpreted to require Concessionaire to provide inspection, and those operation, Maintenance, Repair and Replacement Services listed in Schedule B.3, with respect to the City's water mains, pump stations, wellhead pumps and casings, and related facilities and equipment.

q. The City, the Authority and the Concessionaire have determined, and hereby clarify, that, as of the date hereof, the Water Facility User Fees established by the City and the Authority on June 26, 2012, are expected to be adequate to satisfy the requirement of Section 11.6(a)(iii) of the Concession Agreement, taking into account the funding of the Water Rate Stabilization Account with proceeds of the Initial Concessionaire Financing and the planned draws from the Water Rate Stabilization Account pursuant to Schedule E-3 of the Concession Agreement.

r. The Parties have determined, and hereby clarify, that the phrase "the Authority has exercised all reasonable due diligence in seeking the issuance of such Governmental Approvals" in the second sentence of Section 12.6(d) of the Concession Agreement should be interpreted to read "the Concessionaire shall have exercised all reasonable due diligence in performing its obligations hereunder relating to the issuance of such Governmental Approvals".

s. The Parties have determined, and hereby clarify, that the first paragraph of Article XIV should be interpreted so that the Water Facility Improvement Cost is included in the list that starts with the phrase "including without limitation" therein.

t. The Parties have determined, and hereby clarify, that in the last sentence of Section 14.2(d), the reference to "Section 8.7(a) or Section 8.7(a)" should be interpreted to refer to "Section 14.7(a) or Section 14.7(b)".

u. The Parties have determined, and hereby clarify, that, for purposes of Section 14.3(a)(viii) of the Concession Agreement, the Concessionaire Charge also shall not apply to any Capital Charges component of Compensation.

v. The Parties have determined, and hereby clarify, that, in order to make Section 14.10(b) correspond accurately to Section 8.10(b) (the corresponding wastewater provision), the second sentence of Section 14.10(b) should be interpreted to also include the following amounts in the sum to which the Water Routine R&R Component shall be reset: the Water Additional R&R Adjustment plus the Concessionaire Charge with respect thereto.

w. The Parties have determined, and hereby clarify, that, in order to make Section 14.13(a) correspond accurately to Section 8.13(a) (the corresponding wastewater provision), under the sub-heading "Step Three" of Section 14.13(a), "Annual Water Chemical Costs" should be deemed to refer to "Annual Average Water Chemical Costs."

x. The Parties have determined, and hereby clarify, that in the second sentence of Section 14.14(a), "the total number of gallons of Specification Influent" should be deemed to refer to "the total number of gallons of water."

y. As a clarification of Section 21.1, it is the intent of the City, the Authority and the Concessionaire that the insurance policies that are procured by Concessionaire or Contractor as of the Effective Date shall be deemed to be adequate at the Effective Date, and, if maintained, adequate throughout the term of the Concession Agreement, to comply with the

applicable requirements of Section 21.1. Proof of insurance for each such policy is attached hereto as Annex B.

z. As a clarification of Section 21.3(a), it is the intent of the City, the Authority and the Concessionaire that a performance and payment bond provided by the Contractor under Section 21.3(a) may be payable to both the Authority and the Concessionaire. In addition, the Parties have determined, and hereby clarify, that the form of performance and payment bonds attached hereto as Annexes C-1 through C-4 are acceptable to the City and the Authority to satisfy the requirements of Sections 21.3(a) and (b), respectively.

aa. The Parties have determined, and hereby clarify, that all references to "Change in Law" shall be deemed to refer to "Change of Law".

bb. The Parties have determined, and hereby clarify, that all references to "Water User Fees" shall be deemed to refer to "Water Facility User Fees".

cc. The Parties have determined, and hereby clarify, that all references to "Wastewater User Fees" shall be deemed to refer to "Wastewater Facility User Fees".

dd. In Section 29.1, the notice address for the Concessionaire is updated as follows:

If to the Concessionaire:

Rialto Water Services, LLC

150 California St., Suite 600-A

San Francisco, CA 94111

3. Schedules to the Concession Agreement.

a. Schedule A.7 to the Agreement shall be deleted in its entirety and replaced with Schedule A.7 attached hereto as Annex D-1.

b. The Parties have determined that Schedule A.12 to the Agreement was intended to indicate that the Influent Quality and Quantity Specifications of the Maximum Monthly Average Influent Flow shown in Table A12-1 would be the current capacity of the Wastewater Treatment Plant. As such, the Influent Quality and Quantity Specifications of 8.55 mgd shown in Table A12-1 were in error and are hereby clarified to be 10.7 mgd, which is the current capacity of the Wastewater Treatment Plant.

c. Schedule B.7 to the Agreement shall be deleted in its entirety and replaced with Schedule B.7 attached hereto as Annex D-2.

d. Schedule I to the Agreement shall be deleted in its entirety and replaced with Schedule I attached hereto as Annex E.

e. The Parties have determined, and hereby clarify, that the following should be added as Section K.3.4(c)(iv) to Schedule K: "customers who require their water meter to be turned on or off in order to make repairs to onsite plumbing."

f. Schedule Q to the Agreement shall be deleted in its entirety and replaced with Schedule Q attached hereto as Annex F.

g. Schedule T to the Agreement shall be deleted in its entirety and replaced with Schedule T attached hereto as Annex G.

h. Schedule U to the Agreement shall be deleted in its entirety and replaced with Schedule U attached hereto as Annex H.

4. Representations and Warranties.

a. The City and the Authority hereby represent, warrant and certify to the Concessionaire that none of the clarifications to the Agreement effected hereby constitute a change, alteration, revision or modification of the terms and conditions of the Agreement of the type that is required to be made through a written amendment.

5. Miscellaneous.

a. This Memorandum supersedes any prior resolution, agreement or understanding, written or oral, concerning the subject matter of this Memorandum (except for CAM No. 1, which remains in full force and effect), and any such prior resolutions, agreements and understandings hereby cease to have any force or effect and may not be used by any party or admissible in any proceeding to construe, interpret or vary from the Agreement or this Memorandum.

b. Except as specifically set forth herein and in CAM No. 1, the Agreement remains unmodified and in full force and effect.

c. If any provision of this Memorandum is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If, however, the absence of the eliminated provision is contrary to the initial intention of the parties hereto, the parties hereto resolve to negotiate a mutually acceptable substitute provision.

d. This Memorandum is made with reference to, and shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws provisions.


e. This Memorandum may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties to this Memorandum, intending to be legally bound, have executed this Memorandum as of the date first written above.

RIALTO WATER SERVICES, LLC

By:   
Name: Peter Luchetti  
Its: President

By:   
Name: Jeff Murphy  
Its: Vice President



RIALTO UTILITY AUTHORITY

By: 

Name: Michael E. Story

Its: Executive Director

CITY OF RIALTO

By: 

Name: Marcus Fuller

Its: Director of Public Works

APPROVED AS TO FORM AND LEGALITY

By: 

Name: Danny Kim

Title: Partner, Fulbright & Jaworski, L.L.P.

**WASTEWATER ANNUAL BUDGET**

[See attached.]

Consolidated Budget (Excluding Escalation) for FY from November 30, 2012 to June 30, 2012

Line	Retained RUA Expenses - Wastewater	CY2012	CY2013	Total FY
1	RUA Contract Payments to GF	26,044	183,125	209,169
2	Electricity			
3	660 Fund	88,650	456,564	545,214
4	Natural Gas, 660 Fund	1,000	11,407	12,407
5	Fuel Cell Maintenance	24,978	140,500	165,478
6	Biosolids	52,089	293,000	345,089
7	Liability Insurance			
8	660 Fund	12,711	71,500	84,211
9	660 Fund	178	1,000	1,178
10	660 Fund	267	1,500	1,767
11	Into RUA Fund Balance	12,711	71,500	84,211
12	680 Fund	356	2,000	2,356
13	680 Fund WW & W Admin	13,956	78,500	92,456
14	Building Maintenance			
15	680 Fund	711	4,000	4,711
16	Information Tech Services			
17	660 Fund	267	1,500	1,767
18	680 Fund	444	2,500	2,944
19				
20				
21				
22				
23	Total Authority Expenses, Wastewater	234,361	1,318,596	1,552,957
24				
25	RWS CIP Insurance	2,489	14,002	16,492
26	RWS Insurance O&M	57,393	322,837	380,231
27	RWS Insurance Earthquake	18,148	102,084	120,232
28	RWS Insurance Earthquake BI	2,388	13,432	15,820
29	Independent Engineer	7,111	40,000	47,111
30	Allowance for Maint >\$250	15,556	87,500	103,056
31	Total Reimbursable Payments, Wastewater	103,085	579,856	682,941
32				
33	<b>Total RUA Retained Expenses, Wastewater</b>	<b>337,447</b>	<b>1,898,452</b>	<b>2,235,898</b>
34				
35	Service Fees - Fixed Component	173,165	983,795	1,156,961
36	Service Fees - Routine R&R Component	17,778	101,000	118,778
37	Service Fees - Chemical Component	64,240	364,966	429,206
38	Service Fees - Labor Component	235,803	1,339,656	1,575,459
39	<b>Total Service Fees, Wastewater</b>	<b>490,987</b>	<b>2,789,417</b>	<b>3,280,404</b>
40				
41	<b>Operating Repair &amp; Replacement, Wastewater</b>	<b>22,222</b>	<b>125,000</b>	<b>147,222</b>
42				
43	<b>Capital Charges, Wastewater</b>	<b>1,133,333</b>	<b>6,375,000</b>	<b>7,508,333</b>
44				
45	<b>RUA Reserve Fund Deposits (Withdrawals), Wastewater</b>	<b>0</b>	<b>6,887</b>	<b>6,887</b>
46				
47	<b>RUA Free Cash, Wastewater</b>	<b>339,148</b>	<b>1,027,485</b>	<b>1,366,634</b>
48				
49	<b>TOTAL CONSOLIDATED BUDGET, Wastewater</b>	<b>2,323,137</b>	<b>12,222,242</b>	<b>14,398,157</b>

**WATER ANNUAL BUDGET**

[See attached.]

Consolidated Budget (Excluding Escalation) for FY from November 30, 2012 to June 30, 2012

Line	Retained RUA Expenses - Water	CY2012	CY2013	Total FY
1	RUA Contract Payments to GF	26,044	183,125	209,169
2	Water Purchases			
3	Baseline Feeder	89,778	505,000	594,778
4	West Valley WD	20,267	114,000	134,267
5	Electricity			
6	670 Fund	85,298	479,800	565,098
7	Pavement Restoration			
8	Materials	889	5,000	5,889
9	Labor	1,778	10,000	11,778
10	Liability Insurance			
11	670 Fund	2,905	16,340	19,245
12	Into RUA Fund Balance	2,905	16,340	19,245
13	680 Fund	356	2,000	2,356
14	680 Fund WW & W Admin	13,956	78,500	92,456
15	Fleet			
16	670 Fund	1,511	8,500	10,011
17	Building Maintenance			
18	680 Fund	711	4,000	4,711
19	Information Tech Services			
20	670 Fund	356	2,000	2,356
21	680 Fund	444	2,500	2,944
22	Perchlorate Treatment	40,000	225,000	265,000
23	Total Authority Expenses, Water	287,196	1,652,105	1,939,301
24				
25	RWS CIP Insurance	1,150	6,469	7,619
26	RWS Insurance O&M	50,284	282,848	333,132
27	RWS Insurance Earthquake	14,849	83,523	98,372
28	RWS Insurance Earthquake BI	1,954	10,990	12,944
29	Independent Engineer	7,111	40,000	47,111
30	Allowance for Maint >\$250	5,067	28,500	33,567
31	Total Reimbursable Payments, Water	80,414	452,330	532,744
32				
33	<b>Total RUA Retained Expenses, Water</b>	<b>367,611</b>	<b>2,104,435</b>	<b>2,472,045</b>
34				
35	Service Fees - Fixed Component	179,706	1,020,954	1,200,660
36	Service Fees - Routine R&R Component	17,778	101,000	118,778
37	Service Fees - Chemical Component	5,553	31,547	37,100
38	Service Fees - Labor Component	220,380	1,252,037	1,472,417
39	<b>Total Service Fees, Water</b>	<b>423,417</b>	<b>2,405,537</b>	<b>2,828,954</b>
40				
41	<b>Operating Repair &amp; Replacement, Water</b>	<b>22,222</b>	<b>125,000</b>	<b>147,222</b>
42				
43	<b>Capital Charges, Water</b>	<b>257,778</b>	<b>1,450,000</b>	<b>1,707,778</b>
44				
45	<b>RUA Reserve Fund Deposits (Withdrawals), Water</b>	<b>0</b>	<b>14,904</b>	<b>14,904</b>
46				
47	<b>RUA Free Cash, Water</b>	<b>213,083</b>	<b>421,184</b>	<b>634,267</b>
48				
49	<b>TOTAL CONSOLIDATED BUDGET, Water</b>	<b>1,284,110</b>	<b>6,521,060</b>	<b>7,657,948</b>

**ANNEX B**

**EVIDENCE OF INSURANCE AS OF EFFECTIVE DATE**

[See attached.]

**O&M PERFORMANCE BOND**

[See attached.]

**PERFORMANCE BOND  
OPERATIONS & MAINTENANCE SUBCONTRACT**

**Bond No. 91-56-29**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, Veolia Water West Operating Services, Inc. ("Principal"), a corporation, duly organized under the laws of the State of Delaware, having its principal place of business in the State of California and American Home Assurance Company, a corporation duly organized under the laws of the State of New York, having its principal place of business in the State of New York and authorized to do business in the State of California ("Surety"), held firmly bound unto Rialto Water Services, LLC, a Limited Liability Company, duly organized under the laws of the State of Delaware ("RWS, LLC"), Rialto Utility Authority, a California joint powers authority, ("Authority"), and Union Bank, N.A. ("Collateral Agent") each as Obligee, and together as Co-Obligees in the sum of Nine Million Six Hundred Seventeen Thousand Two Hundred Sixty Dollars and no cents (\$9,617,260), the sum being not less than 100% of to the anticipated Wastewater Service Fee and the anticipated Water Service Fee for a 1 year period (as reasonably approved by Concessionaire and the Authority), escalated annually in a manner consistent with the annual adjustment of the Wastewater Service Fee and the Water Service Fee, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into an Operations and Maintenance Subcontract with RWS, LLC, dated November 29, 2012 ("O&M Subcontract"), which is incorporated by reference herein and is made a part hereof as though fully set forth herein. Any term not defined in this Performance Bond has the meaning as defined and used in the O&M Subcontract.

The liability of the Principal and Surety under this bond is limited to the performance of the contract for the term 11/27/12 to 11/27/13. The dates covered by this bond may be extended for annual periods, all such extensions to be evidenced by a continuation certificate or by a new bond, duly executed by an authorized representative of the Surety and Principal. However, in no event will the Surety be held liable under this bond for its failure to provide extension certificates and/or additional bonds for any subsequent period.

The liability of the Surety shall not be cumulative from year to year, regardless of the original term of the contract, or number of extensions thereto.

THE CONDITIONS OF THIS OBLIGATION ARE such that, if the Principal or its heirs, successors or assigns shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the O&M Subcontract with respect to the operation and maintenance portion of the Services including any amendments to the O&M Subcontract throughout the Term of the O&M Subcontract, and during the life of any warranty or guarantee period required under the O&M Subcontract with respect to materials, equipment and workmanship in connection with operation and maintenance including any Operating Repair, Repair, Repair Event, or Replacement; and will indemnify and save harmless the Co-Obligees and each of them, their respective board of directors, officers and agents as stipulated in the O&M Subcontract, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

Whenever Principal will be, and is declared by RWS, LLC to be, in default under the O&M Subcontract, the Surety will remedy the default pursuant to the O&M Subcontract, or will promptly do one of the following, at the Co-Obligees' option:



- (1) Undertake through its agents or independent contractors, reasonably acceptable to the Co-Obligees, to complete the operation and maintenance services pursuant to the O&M Subcontract in accordance with all of its terms and conditions; or
- (2) Permit RWS, LLC to complete the operation and maintenance services required under the O&M Subcontract in any manner consistent with California law and reimburse RWS, LLC for all costs it incurs in completing the O&M Subcontract, and in correcting, repairing, remedying or replacing any deficiencies in performance or in materials, equipment or workmanship.

Surety expressly agrees that the Co-Obligees may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety will not utilize Principal in completing the O&M Subcontract if RWS, LLC, when declaring the Principal in default, notifies Surety of the Co-Obligees' objection to Principal's further participation in the completion of the operation and maintenance services.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Co-Obligees or their respective successors or assigns.

If a suit is brought upon this bond by any Obligee or all Co-Obligees, Surety will pay reasonable attorney's fees and costs incurred by the Obligee or Co-Obligees in the suit.

IN WITNESS thereof, the above-bounded parties have executed this instrument under their several seals this 27<sup>th</sup> day of November, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

Principal  
Veolia Water West Operating Services, Inc.

Surety:  
American Home Assurance Company

By: \_\_\_\_\_  
Francis Ferrara, VP & Deputy General Counsel

By: \_\_\_\_\_  
Irene Lau, Attorney-In-Fact

The rate of premium of this bond is \$7.00 per thousand.

Total amount of premium charged is \$67,321.00 per annum.

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)	American Home Assurance Company
	180 Maiden Lane, 40 <sup>th</sup> Floor
	New York, NY 10038

(Name and Address of Agent or Representative for service of process in California, if different from above)	Marsh Risk and Insurance Services
	4695 McArthur Court, 7 <sup>th</sup> Floor
	Newport Beach, CA 92660

(Telephone number of Surety and Agent or Representative for service of process in California)	949-399-5934
---	--------------

State of California                    )  
  ) ss.  
County of Orange

On November 28, 2012 before me, (here insert name and title of the notary), personally appeared Irene Lau, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Kathy R. Mair, Notary Public

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

**O&M PAYMENT BOND**

[See attached.]

## OPERATIONS AND MAINTENANCE PAYMENT BOND

**Bond No. 91-56-29**  
**Premium Included**

KNOW ALL MEN BY THESE PRESENTS, that Veolia Water West Operating Services, Inc., hereinafter called the Principal, and American Home Assurance Company a corporation duly organized under the laws of the State of New York, having its principal place of business at 180 Maiden Lane, 40th Floor, New York, NY 10038, and authorized to do business in the State of California, hereinafter called the Surety, are held and firmly bound unto Rialto Water Services, LLC, a Delaware limited liability company ("RWS, LLC"), Rialto Utility Authority, a California joint powers authority ("Authority"), and Union Bank, N.A. ("Collateral Agent") each as Obligee and together as Co-Obligees, Nine Million Six Hundred Seventeen Thousand Two Hundred Sixty Dollars and no cents (\$9,617,260), the sum being not less than 100% of to the anticipated Wastewater Service Fee and the anticipated Water Service Fee for a 1 year period (as reasonably approved by Concessionaire and the Authority), escalated annually in a manner consistent with the annual adjustment of the Wastewater Service Fee and the Water Service Fee, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has entered into an Operations and Maintenance Subcontract ("O&M Subcontract") on November 29, 2012 with RWS, LLC as Concessionaire under the Concession Agreement between RWS, LLC, Authority and the City of Rialto, which O&M Subcontract is incorporated herein as if set out in full. Any term not defined in this Payment Bond has the meaning set forth in the O&M Subcontract; and

The liability of the Principal and Surety under this bond is limited to the performance of the contract for the term 11/27/12 to 11/27/13. The dates covered by this bond may be extended for annual periods, all such extensions to be evidenced by a continuation certificate or by a new bond, duly executed by an authorized representative of the Surety and Principal. However, in no event will the Surety be held liable under this bond for its failure to provide extension certificates and/or additional bonds for any subsequent period.

The liability of the Surety shall not be cumulative from year to year, regardless of the original term of the contract, or number of extensions thereto.

WHEREAS, the O&M Subcontract requires that the Principal procure a payment bond to secure payment for labor, materials, services and equipment of any subcontractors, vendors, laborers, materialmen engaged by Principal to perform the operation and maintenance services under the O&M Subcontract including any Operating Repair, Repair, Repair Event or Replacement as defined under the O&M Subcontract. For reason of doubt, operation and maintenance services include all Services under the O&M Subcontract except that portion of services related specifically to design and construction of a Utility Facilities Improvement or approved Capital Project as further defined in the Final Work Authorization to the O&M Subcontract.

NOW, THEREFORE, if said Principal or any of its subcontractors fails to pay any subcontractors, vendors, laborers or materialmen engaged to perform all or a portion of the operation and maintenance services under the O&M Subcontract, the Surety will pay for the same, in an amount not exceeding the

sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any subcontractor, vendor, laborer, materialman engaged to perform all or a portion of the operation and maintenance services required under the O&M Subcontract throughout the term so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby agrees that no change, alteration or addition to the terms of the O&M Subcontract incorporated herein will impair or affect its obligations and its bond. The Surety waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF the above-bound parties have executed this instrument this 27<sup>th</sup> day of November, 2012 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Principal

Veolia Water West Operating Services, Inc..

BY: \_\_\_\_\_  
Francis Ferrara, VP & Deputy General Counsel

Surety

American Home Assurance Company

BY: \_\_\_\_\_  
Irene Lau, Attorney-in-Fact

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached.

State of California )  
 ) ss.  
County of Orange )

On November 28, 2012 before me, (here insert name and title of the notary), personally appeared Irene Lau, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Kathy R. Mair, Notary Public

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

**CONSTRUCTION PERFORMANCE BOND**

[See attached.]



**PERFORMANCE BOND FOR CONSTRUCTION OF  
UTILITY FACILITY IMPROVEMENTS OR CAPITAL PROJECTS**

**Bond No.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS** that we, Veolia Water West Operating Services, Inc. ("Principal"), a corporation, duly organized under the laws of the State of Delaware, having its principal place of business in the State of California and **[name of surety]**, a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business in the State of \_\_\_\_\_ and authorized to do business in the State of California ("Surety"), held firmly bound unto Rialto Water Services, LLC, a Limited Liability Company, duly organized under the laws of the State of Delaware ("RWS, LLC"), Rialto Utility Authority, a California joint powers authority, ("Authority"), and Union Bank, N.A. ("Collateral Agent") each as Obligee, and together as Co-Obligees in the sum of [\_\_\_\_\_] Dollars and no cents (\$\_\_\_\_\_), the sum being not less than 100% of the total amount of the construction work ("Work") for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into an Operations and Maintenance Subcontract with RWS, LLC, dated \_\_\_\_\_ ("O&M Subcontract") that requires performance of Utility Facilities Improvements or Capital Projects pursuant to a Final Work Authorization as defined under the O&M Subcontract. The "Contract Documents" as defined in Schedule R-2 of the O&M Subcontract and the Final Work Authorization ("FWA") dated \_\_\_\_\_, and any subsequently executed modifications and/or change orders, are incorporated by reference herein and are made a part hereof as though fully set forth and describe the extent of the Project. Any term not defined in this Performance Bond has the meaning as defined and used in the O&M Subcontract, Final Work Authorization and Schedule R-2.

THE CONDITIONS OF THIS OBLIGATION ARE such that, if the Principal or its heirs, successors or assigns shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the O&M Subcontract as respects Utility Facilities Improvements and approved Capital Projects and the FWA including any alteration made in the construction work as provided in amendments to the FWA during the original term of the FWA, and any extensions that may be granted by RWS, LLC with or without notice to the Surety, and during the life of any warranty or guarantee period required under the O&M Subcontract or FWA with respect to materials, equipment and workmanship; and will indemnify and save harmless the Co-Obligees, and each of them, their respective board of directors, officers and agents as stipulated in the Contract Documents, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

Whenever Principal will be, and is declared by RWS, LLC to be, in default under the FWA, the Surety will remedy the default pursuant to the Contract Documents, or will promptly do one of the following, at the Co-Obligees' option:

- (1) Undertake through its agents or independent contractors, reasonably acceptable to the Co-Obligees, to complete the project in accordance with all terms and conditions in the Contract Documents, including without limitation, all obligations with respect to payments, warranties, guarantees, and liquidated damages; or
- (2) Permit RWS, LLC to complete the project in any manner consistent with California law and reimburse RWS, LLC for all costs it incurs in completing the project, and in

correcting, repairing or replacing any defects in materials, equipment or workmanship, which do not conform to the Contract Documents.

Surety expressly agrees that the Co-Obligees may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety will not utilize Principal in completing the project or accept a bid from Principal for completion of the project if RWS, LLC, when declaring the Principal in default, notifies Surety of the Co-Obligees' objection to Principal's further participation in the completion of the project.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Co-Obligees or their respective successors or assigns.

If a suit is brought upon this bond by any Obligee or all Co-Obligees, Surety will pay reasonable attorney's fees and costs incurred by the Obligee or Co-Obligees in the suit.

IN WITNESS thereof, the above-bounded parties have executed this instrument under their several seals this \_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

Principal  
Veolia Water West Operating Services, Inc.

Surety:  
[Name of Surety]

By: \_\_\_\_\_  
[Name, title].

By: \_\_\_\_\_  
[Name], Attorney-In-Fact

The rate of premium of this bond is \$ \_\_\_\_\_ per million.

Total amount of premium charged is \$ \_\_\_\_\_

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of Agent or

Representative for service of

process in California, if different  
from above)

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---

---

(Telephone number of Surety and  
Agent or Representative for service  
of process in California

---

State of California                    )  
  ) ss.  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, (here insert name and title of the notary), personally  
appeared \_\_\_\_\_

\_\_\_\_\_, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must  
be attached hereto.

CONSTRUCTION PAYMENT BOND

[See attached.]

**PAYMENT BOND FOR CONSTRUCTION OF  
UTILITY FACILITY IMPROVEMENTS OR CAPITAL PROJECTS**

**Bond No.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, Veolia Water West Operating Services, Inc. ("Principal"), a corporation, duly organized under the laws of the State of Delaware, having its principal place of business in the State of California and [name of surety], a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business in the State of \_\_\_\_\_ and authorized to do business in the State of California ("Surety"), are held firmly bound unto Rialto Water Services, LLC, a Delaware limited liability company ("RWS, LLC"), Rialto Utility Authority, a California joint powers authority ("Authority"), and Union Bank N.A. ("Collateral Agent") each as Obligees and together as Co-Obligees in an amount not to exceed [ ] Dollars and no cents (\$ \_\_\_\_\_), for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into an Operations and Maintenance Subcontract with RWS, LLC, dated \_\_\_\_\_ ("O&M Subcontract") that requires performance of Utility Facilities Improvements or Capital Projects pursuant to a Final Work Authorization as defined under the O&M Subcontract. The "Contract Documents" as defined in Schedule R-2 of the O&M Subcontract and the Final Work Authorization ("FWA") dated \_\_\_\_\_, and any subsequently executed modifications and/or change orders, are incorporated by reference herein and are made a part hereof as though fully set forth and describe the extent of the Project. The Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or FWA or to the work of improvement will impair or effect its obligations under the bond and any changes that increase the Contract Price will also increase the penal sum stated above. The Surety waives notice of any authorized change, extension of time, alteration or addition to the Contract Documents. Any term not defined in this Performance Bond has the meaning set forth in the O&M Subcontract, Final Work Authorization, and Schedule R-2.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 8004 of the Civil Code ("Claimants"), or amounts due under the Unemployment Insurance Code with respect to construction work or labor performed under the Contract Documents, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of Principal and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to construction work and labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay in full the claims of all Claimants, including all amounts due under the Unemployment Insurance Code with respect to construction work or labor performed under the Contract Documents, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of Principal and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to construction work and labor, then this obligation shall be null and void; otherwise the obligations will remain in full force and effect.

THIS BOND IS EXECUTED FOR THE PURPOSE of complying with the laws of the State of California as contained in Part 6, ("Works of Improvement") of the Civil Code, and all acts amendatory or explanatory thereof, and this bond shall enure to the benefit of any and all Claimants so as to give such person a right of action to recover upon this bond in any suit brought under Part 6, Title 2, Chapter 6 ("Payment Bond") or Part 6, Title 3, Chapter 5 ("Payment Bond") of the Civil Code.

PROVIDED, HOWEVER:

1. No right of action shall accrue hereunder to or for the use of any person except Claimants as defined in California Civil Code section 8004. Surety will pay an amount not exceeding the sum specified in the bond, inclusive of any executed change orders, and will also pay reasonable attorney's fee if a suit is brought.

2. No action to recover on this bond shall be sustained unless the action is timely commenced and notice properly given in accordance with the applicable statutory provisions provided contained in Part 6 of the California Civil Code, commencing with section 8000.

Notice to the Surety may be addressed to any "Attorney of Fact" identified on the power of attorney for Surety and served upon it at:

\_\_\_\_\_  
\_\_\_\_\_

3. That Principal and Surety shall not be liable to the Co-Obligees or any of them unless the Co-Obligees have made payment to the Principal for all undisputed work performed under the Contract.

4. The Principal and Surety shall not be liable to all of the Co-Obligees or any of them in the aggregate in excess of the penal sum stated above plus subsequently executed change orders that increase the Contract Price thereby increasing the penal sum. Any payment by Surety to any Claimant shall reduce the penal sum of this bond by the amount of such payment.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<p>Veolia Water West Operating Services, Inc. (Principal)</p> <p>By: _____ (SEAL)</p> <p>Name: _____</p> <p>Title: _____</p>	<p>_____ (Surety)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ [name], Attorney-in Fact</p>
--	--

State of California                    )  
  ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, (here insert name and title of the notary), personally appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



**SCHEDULE A.7**

[See attached.]

## SCHEDULE A.7

### ASSET INVENTORY (WASTEWATER)

Upon the occurrence of the Effective Date, the Concessionaire will exercise its rights under the Concession Agreement to cause the Authority to transfer ownership to the Contractor the following vehicles and other mobile equipment, spare parts, chemicals and other materials that are used for the operation of the Wastewater Facility, as listed below in Table A7-1 and in accordance with Section 3.6 of the Agreement.

**Table A7-1: Inventory of Wastewater Facility Assets**

#### Rolling Stock Inventory

Unit	Year	Make	Model	VIN	License
S002	1982	John Deere	444-C LOADER	SN444CD405653DW	E764346
S003	1990	CASE	480 LOADER	JJG0005106	N/A
S004	1990	GMC	DUMP TRUCK	1GDT7D4Y2LV503919	E200508
S005	1991	CHEVROLET	3500 P.U.	1GBJC34K7ME137992	E331378
S006	1997	INTERNATIONAL	VACTOR	1HTGCADTZVH474348	E496900
S007	1999	GMC	3500 SAVANNA VAN	1GTHG39R6X1132203	E989476
S008	2005	FORD	F550 4DR DUALY	1FDAW56P96EB00240	E1214530
S009	2000	CHEVROLET	S-10	1GCDT19W2Y818395	E989475
S010	1991	CHEVROLET	CHEYENNE 1500	1GCDC14H1MZ135875	E3331376
S1005	1990	ZIEMAN	TRAILER	1ZCT13015LYW50863	E910020
S1007	1994	ITT MARLON	PUMP	14793-R-10-RL	N/A
S1008	1995	SECCA	JET TRAILER	LS6423	N/A
S1009	1993	INGLS RAND	AIR COMP SPMBL	237056UGD328	SE423241
S1010	1996	CATERPILLAR	FORKLIFT	31A-02371	N/A
S1011	2005	CARRIER	TRAILER	159KU21225C381520	E1218715
S1012	2000	BROWN BEAR	PUMP	SC-2BB-001	N/A
AQM1	2002	GEM	E825	5ASAK27482F022780	E1152631
AQM2	2002	GEM	E825	5ASAK27472F022849	E1152632
AQM4	2002	GEM	E825	5ASAG47462F024234	E1152629

### Stockroom Spare Part Inventory

		A-1 Abrasives, Absorbant, Actuators			Part # or Model #	Quantity
Photo Reference #	Part	size	Manufacturer			
A4	Spare ATI (see picture inside box)					1 ea
A5	Large Plastic Box with inlets and outlets (see picture)					1 ea
A-2 Adaptor, Adhesive						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A8	Process tubing	6.4 mm x 3.2mm x15m	Marprene		4	boxes
A9	box with parts (see picture)				1	
A10	Deox probe		Seimens	U29086	3	ea
A11	Electric Actuator		True Blue	EBV-104	1	ea
A12	Sour Pads				4	ea
A-3 Aeration Basins, Aerators, Air Conditioner, Batteries						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A15	PLC Battery				2	ea
A16	Battery	12 Volt, 8.5 Amp		PSH 1280 F2-FR	1	ea
A17	Valve regulated Lead-Acid Battery		Panosonic		2	ea
A18	Motor	600 rpm, 115 Volts	Hurst Instrument	U29410	5	ea
A19	Motor	2 rpm, 115 Volts	Hurst Instrument	UXB29379	4	ea
A20	Analyzer probe		Seimens	W3T107915	2	ea
A21	Probe electrolyte		Seimens	U28039	3	bottles
A22	needle		APCO	145C-7	74	ea
A23	Bumper Assembly		APCO	145C-40	1	ea
A24	Brass bushing		APCO	145C-26	1	ea

A-4 Analyzers					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A27	Reagent Pump	120V		03-0218	4 ea
A28	Sample pump tubing			05:0044	1 ea
A29	Reagent Pump tubing			05-0045	20 ea
A30	Gaskets			42-0003	4 ea
A31	Needle			44-0016	1 ea
A32	Product Maintenance Kit		US Filter	U26730	4 ea
A33	Motor Unit	115VAC		U28531	1 ea
A34	Probe				1 ea
A35	Air Pump		Whisper		3 ea
A36	Probes			03-0189	2 ea
A37	#1 Bottle				23 ea
A38	#2 Bottle				25 ea
A-5 Analyzers					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A41	Large metal wheel				3 ea
A42	WC metal Wheel	1/2"			6 ea
A43	WC metal Wheel	8" x 1.25" x .25"			6 ea
A44	Metal Lid				1 ea
A-6 Bearings					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A47	Cardboard Boxes				
A-7,8 Bearings					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A50	Ball bearing		SKF	ATN9 P63	3 ea
A51	Ball bearing		FAG		1 ea
A52	Ball bearing		NTN	6L025	5 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A53	Ball bearing		NTN	6L027	4 ea
A54	Ball bearing		SKF	NU208 ECP	2 ea
A55	Ball bearing		FAG	6207	2 ea
A56	Ball bearing		MRC	6207	1 ea
A57	Ball bearing		NTN	6210	1 ea
A58	Ball bearing		SKF	6207	1 ea
A59	Ball bearing		SKF	6300	3 ea
A60	Ball bearing		SKF	6305	1 ea
A61	Ball bearing		SKF	6306	1 ea
A62	Ball bearing		Fafnir	306 KDD	1 ea
A63	Ball bearing		NTN	6308	2 ea
A64	Ball bearing		SKF	6308	2 ea
A65	Ball bearing		Fafnir	6308	1 ea
A66	Ball bearing			6308	1 ea
A67	Ball bearing		SKF	7203	1 ea
A68	Ball bearing		SKF	7205	1 ea
A69	Ball bearing		SKF	7211	1 ea
A70	Ball bearing		SKF	6203	2 ea
A71	Ball bearing		Reliance		3 ea
A72	Ball bearing		NSK	5309C3	1 ea
A73	Ball bearing		Steyr	6009	1 ea
A74	Ball bearing		NTN	6L024	3 ea
A75	Ball bearing		The General	GB-23216-88 1641 DC	15 ea
A76	Ball bearing				2 ea
A77	Wire spring fittings				2 ea
A78	Ball bearing		SKF	6312	1 ea
A79	Ball bearing		NSK	6313	1 ea
A80	Ball bearing		NSK	6314	1 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A81	Ball bearing		SKF	6314	1 ea
A82	Ball bearing		Timken	LM29749	2 ea
A83	Ball bearing	7/8" bore	Browning		3 ea
A84	Ball bearing	7/8" bore	Dayton	2X738	5 ea
A85	Ball bearing	1" bore	Browning		2 ea
A86	Ball bearing	1" bore	Dayton		8 ea
<b>A-9 Bearings</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A89	Cane Bolt	12"			5 ea
A90	Ball bearing				2 ea
A91	Ball bearing		FAG	N312E.MI	3 ea
A92	3-way Solinoid Valves w/replacement ball bearings				2 ea
A93	Preventative Maint. Kit for vacuum		Wallace & Tiernon		6 ea
<b>A-10 Bearings</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A96	Gear Plate				1 ea
A97	Gear Plate		Martin	W8200	2 ea
A98	Gear Plate	4.25"	Martin	W8Q	5 ea
A99	Roller for hopper gates		RBC	SL36LWXNNW	8 ea
A100	Flat Washers	0.125"			5 ea
A101	Link belt bearings		PTC	MU1311 UU	4 ea
A102	Roller Bearing		Timken	PH0311	1 ea
<b>A-11 Bellows, Blades, Blower</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A105	Cardboard boxes				

A-12 Boiler, Braces					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A108	Wall Base (Vinyl)	4" x 120'			1 roll
A109	Saw Blade				1 ea
A110	Concrete Saw Blade	16"			1 ea
A111	Chop Saw Blade	14"	DeWalt		1 ea
A112	Saw Blade	14"	Xxtreme		1 ea
A113	UV Flame Detector		Honeywell	minipeerper	1 ea
A114	Belt Fasteners	12"	Clipper	2382	12 ea
A115	Vise Lacer	7"	Clipper	36	1 ea
A-13 Brackets, Brushes, Buildings					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A118	Gravity Belt Lift Mechanical Rollers				6 ea
A119	Motor Start Switch				1 ea
A120	Scratch Brush				4 ea
A121	Polymer Unit				1 ea
A122	Gravity Belt Polymer Pump Parts				15 ea
A123	Rubber Stretch Cords				17 ea
A124	Bungee Cords	48"			5 ea
A125	Flowmeter for SBS system		Blue White Industries	F-45376L-8	1 ea
A126	Gauges				4 ea
A127	Flowmeter		Dwyer	ratemaster	2 ea
A128	Flowmeter	0.2-2.0	King Instrument		3 ea
A-14 Cable, Chain					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A131	Flat Corner Braces				2 ea
A132	Valve & Gauge Diaphragm		Crosby	48893	4 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A133	Bike Tube	24" x 2.125"			1 ea
A134	Flange Metal Fittings				7 ea
A135	Plastic Fittings				2 ea
A136	Wire Mesh Hoses				5 ea
A137	Metal Fittings	0.5"	McMaster-Carr		9 ea
<b>A-15 Chemical Station</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A140	PVC replacement screen	1.25"	Hayward		2 ea
A141	Chain				1 ea
A142	HC Belt		Gates	3Vx530	2 ea
A143	(see picture)	2.4375"	STK	126178	
A144	plastic gaskets				2 ea
<b>A-16 Clamps, Clarifiers, Compressors</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A147	Filter Material				1 roll
<b>A-17 Connectors, Controllers</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A150	316 SS Cable				300 feet
A151	Chain and Chain brackets				5 ea
A152	Filter Fabric	9" x 30"			10 sheets
<b>A-18 Conveyor</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A155	conduit brackets				4 ea
A156	U bolt with fitting				4 ea
A157	Roller Chain				1 ea
A158	Eyebolts with extra nuts				6 ea
A159	SS Vinyl jacketed cable spool				1 spool



Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A160	Carabineer				10 ea
A161	Plastic washers				138 ea
A162	Metal Brackets with bolts				28 ea
A163	Roller Chain				1 ea
A164	Metal mesh screen				1 roll
A165	Chain links				38 ea
<b>A-19 Conveyor</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A168	Metal chain				1 ea
A169	Metal rings				20 ea
A170	Bolts and fittings				30 ea
A171	Chain links				10 ea
A172	Large U bolts with fittings				20 ea
A173	Belt guard (Large)				4 ea
A174	Belt guard (Medium)				3 ea
A175	Belt guard (Small)				6 ea
A176	Belt guard (X-Small)				2 ea
A177	Belt guard (XX-Small)				4 ea
A178	Large bolts with fittings				5 ea
A179	U bolts with nuts				40 ea
A180	Misc U bolts				10 ea
A181	Pipe clamps				38 ea
<b>A-20 Conveyor</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A184	Plastic pieces				7 ea
A185	Belt Pan Bolts				160 ea
A186	Belt Pan washers				40 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A187	Belt Pan Nuts				60 ea
<b>B-1 Couplings, Cutters, Cylinders</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A190	Empty boxes				
<b>B-2 DI Water</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A193	Diaphragm Pump Repair Kit				2 ea
A194	Turbo Meter		Hatch		1 ea
A195	Turbidimeter		Hatch		1 ea
<b>B-3 Digester</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A198	Plastic doors				4 ea
A199	Gear Joints (Sludge Pump)				1 ea
A200	Misc plastic parts				4 ea
A201	Bearing		Browning	1VM90	1 ea
<b>B-4 Digester</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A204	Vent hose				15 feet
A205	WAS Pump Sleeve				1 ea
A206	Sink fixtures				2 ea
<b>B-5 Disks, Dowels, Drives</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A209	Large Fittings		Lovejoy		4 ea
A210	Small Fittings		Lovejoy		5 ea
A211	X-Small Fittings		Lovejoy		3 ea
A212	Misc Plastic Fittings				10 ea
A213	Screw Conveyor Parts				4 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A214	Small Plastic Fittings				5 ea
A215	Plastic Coupling		Woods		2 ea
A216	Large metal gear plate				4 ea
A217	Large plastic gear plate				1 ea
<b>B-6 Dynasands</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A220	Pump float and Switch				1 ea
A221	Cylinders				3 ea
A222	0.0625" Perforated Screen	1/2"	Hayward		1 ea
A223	Air Filters				8 ea
<b>B-7 Engine, EQ, Fans, Filters</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A226	Small Fan				3 ea
A227	Medium Fan				15 ea
A228	Large Fan				3 ea
<b>B-8 Methane Flare, Floats</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A231	Misc Brass Fittings				2 ea
A232	Gaskets	for 1.5" camlock			10 ea
A233	Polypropylene Camlock	1"			3 ea
A234	Filters				6 ea
A235	Repair Putty				3 ea
<b>B-9 Flowmeters</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A238	Filters				2 ea
A239	Drain		Wilkerson		2 ea
A240	Air Compressor Gasket				1 ea

B-10 Gaskets, Gates					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A243	Paper Gaskets				65 ea
A244	Rubber Gaskets				20 ea
B-11 Fittings					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A247	Float switches		Dayton		2 ea
A248	Misc Float Switches				1 ea
A249	Float Switch		Dayton	3BY80	1 ea
A250	Pump Switch		SJE	Pumpmaster SPDT	5 ea
B-12 Fittings					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A253	PVC Tee Fitting	5/8"	Fast & Tite		8 ea
A254	90 degree bend	5/8"	Fast & Tite		8 ea
A255	Camlock	1 1/2"			6 ea
A256	Camlock	1"			4 ea
A257	Aluminum Fitting	1"			1 ea
A258	Aluminum Fitting with hose bard	1"			5 ea
A259	Camlock with male hose barb	1"			5 ea
A260	Hose fitting	1"			6 ea
B-13 Fittings					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A263	PE high psi compression fitting male pipe adaptor				1 ea
A264	Tube	1/2"			39 ea
A265	Tube	1/2"			13 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A266	Small Plastic Fittings				14 ea
A267	Tube	1/2" x 5/8"			4 ea
A268	Misc Plastic Fittings				8 ea
A269	Plastic Tube Fittings	1/4"	John Guest		86 ea
A270	Plastic Valves	1/4"			3 ea
<b>B-14 Fittings</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A273	Misc Metal Fittings				24 ea
A274	Misc Brass Fittings				67 ea
A275	Misc Plastic Fittings				18 ea
A276	Brass Compression Sleeves	1/4"	Watts		25 ea
A277	Brass Compression Sleeves	1/2"			3 ea
A278	Brass Fittings	1/2"			21 ea
A279	316 SS Fitting	1/2"			1 ea
A280	316 SS Fitting	3/4"			1 ea
A281	Brass Fitting	1"			8 ea
A282	Brass Connector	3/4"	Westward		6 ea
A283	Brass water hose repair kit	3/4"	Westward		9 ea
<b>B-15 Fittings</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A286	Polyurethane Flapper Valve				3 ea
A287	Seat and Seal Kit	1"			2 ea
A288	Misc gaskets and O-rings				16 ea
A289	Rubber gasket	11" dia			6 ea
A290	Fiber Gasket	11" dia			2 ea
A291	Fiber Gasket	21.5" dia			1 ea
A292	Rubber Gasket	13.5" dia			4 ea

Schedule A.7 – Asset Inventory (Wastewater)

Concession Agreement  
Rialto Wastewater Facility and Water Facility

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A293	Misc. small gaskets				18 ea
<b>B-16 Gauges</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A296	Pressure gauges (glycerin)	0-15 psi	Ametek/US Gauge	656207AT4CD3BOG	2 ea
A297	Pressure gauge	1000 psi	Instruments, Inc.		1 ea
A298	Pressure Gauge	0-30 psi, 1.5"	Grainger		1 ea
A299	Thermometer Gauge	0-150 C			1 ea
A300	Thermometer Gauge	0-400 C			1 ea
A301	Pressure Gauge	0-700 kPa			1 ea
A302	Brass Water Meter	0.5", 1-12 gpm	Hedland	H605-012	1 ea
<b>B-17 Gears</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A305	Clauk		DAP Dynaflex	230 Clear	1 tube
A306	Pressure Gauge	0-15 psi	Ashcroft Instruments	2C515	11 ea
A307	Temperature gauge	100-500 C	Cain Industries		6 ea
A308	Pressure Gauge	0-200 psi			1 ea
A309	Metal Fittings				2 ea
<b>B-18 Generators</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A312	Silicone Sealant		ProSeal	Clear	2 tube
A313	Wet Patch Roof Cement		Henrys		1 ea
A314	Acrylic Latex Caulk		DAP	Alex Plus	1 tube
A315	Pressure Gauge	0-70 bar	HyVair		3 ea
A316	Pressure Gauge	0-3000 psi	Vactor		1 ea
A317	Pressure Gauge	0-2000 psi	Ashcroft		1 ea

B-19 Gravity Filters					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A320	Picture hangers				15 ea
A321	Post Clips	1.33 lb			120 ea
A322	Strongtie metal brackets		Simpson		20 ea
A323	Misc Metal Brackets				15 ea
A324	Galvanized saddleclip for bar grating	14 gauge			75 ea
A325	Misc Metal Ball Fittings				15 ea
B-20 Gloves, Grinders, Guides					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A328	Heavy Duty Clamp	1/4"			50 ea
A329	Small Metal Hangers				50 ea
A330	Medium Metal Hangers				30 ea
A331	Large Metal Hangers				40 ea
A332	Metal L Brackets				5 ea
A333	Rubber Gaskets				8 ea
C-1 Handles, Hangers, Hardware, Hasps					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A336	Gravity Belt Tracking Ram				1 ea
A337	Hydrogen Sulfide Calibration Cylinder				1 ea
C-2 Heat Exchanger, Heat Shrink Tubing					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A340	Heater for Generator				1 ea
A341	Plastic Sheeting				1 roll
A342	Oil Filter				1 ea
A343	Cord for UV Lights				1 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A344	Control Board for UV Wipers				1 ea
<b>C-3 Helicoils, Hinges, Hooks, HVAC</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A347	Hinges				10 ea
A348	Door Closer Bracket				3 ea
A349	Large Hinge				1 ea
A350	Poly Plug Anchors with screws				100 ea
A351	Hitch Pin				2 ea
A352	Replacement parts for actuator				1 ea
<b>C-4 HW - Headworks</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A355	Large Metal parts				3 ea
A356	Metal Parts on wire string				3 ea
A357	Brass gear wheel	2.5" dia			1 ea
A358	Metal Lid				1 ea
A359	Metal Strip	1/2" x 0.017"	Apex Plus		1 box
<b>C-5 HW - Headworks</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A362	Metal Clamp				1 ea
A363	Lever Part				1 ea
A364	CP Clamp	5/8" x 2.25"			50 ea
A365	Medium Clamp				7 ea
A366	Hose Clamps				13 ea
<b>C-6 Hose</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A369	Heater				1 ea



Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A370	Multi-Gas Monitor		Industrial Scientific	MG-140	1 ea
C-7 Hose					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A373	O-Ring		Flyght		25 ea
A374	Replacement Fluorescent Parts				2 ea
A375	Vapor Light Globe				2 ea
C-8 Hose					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A378	Polyken Tape				2 rolls
A379	Exit Sign				1 ea
A380	Light Bulbs				6 ea
C-9 Hose					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A381	Headlight				1 ea
A382	Floodlight				1 ea
A385	Gaskets		Flyght		3 ea
A386	Metal Rods - small		Make-a-key		4 ea
A387	Metal Rods - medium		Make-a-key		3 ea
A388	Metal Rods - large		Make-a-key		1 ea
A389	Floodlight				1 ea
A390	Lights				3 ea
C-10 Hose					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A393	Metal Pipe Connector				1 ea
A394	Rubber gaskets				4 ea
A395	Wire Markers				110 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A396	Stickers				27 ea
A397	Plastic Ties				3 ea
<b>C-11 Hydraulics, Ignitors, Inserts</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A400	Plastic Doors				2 ea
<b>C-12 Insulation, Keyways, Knobs</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A403	Metal Sheeting				4 ea
A404	Fluorescent Lamp				1 ea
A405	Compressor Repair Kit				1 ea
<b>C-13 Lab</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A408	Stickers				100 ea
<b>C-14 Labels, Lamps</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A411	Mini Light Bulbs				143 ea
A412	Photocell Assembly		Hatch		6 ea
A413	Halogen Bulbs	12V			3 ea
A414	Medium Bulbs		Lumapro		5 ea
<b>C-15 Latches, Linkages, Locks</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A417	Localox Lamp		GE		8 ea
A418	Energy Saver Light Bulbs		Phillips		16 ea
A419	High Pressure Sodium Bulbs		Sylvania		15 ea
A420	Floodlights				2 ea

C-16 Lift Stations						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A423	Empty Boxes					ea
C-17 Lubricants, Magnets, Manifolds						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A426	Grease Canister				6	ea
A427	Gasket Remover				1	can
A428	Lubricant				5	ea
C-18 Manometers, MCC-Motor Control, Mixers						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A431	Wire				1	ea
C-19 Moulding, Motors, Mounts, Nozzles						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A434	Plastic Screw Fitting				1	ea
A435	Water Hose Nozzle Plastic				2	ea
A436	Misc Metal Fittings				11	ea
C-20 NTU-Turbidimeters, Oilers						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A439	Reservoir level probe				1	ea
A440	Galvanized Shoeckled	3/16"			11	ea
A441	Galvanized Shoeckled	5/8"			7	ea
D-1 O-Rings						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A444	O-Ring				3	ea
D-2 Packing						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A447	Packing	3/8"			1	box
A448	Packing	1/4"			2	boxes

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A449	Packing	5/16"			2 boxes
A450	Packing	5/8"			2 boxes
<b>D-3 Paint, Pens, Pest Control</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A453	Pool Brush				1 ea
A454	Packing	1/2"			3 boxes
A455	Packing	5/8"			3 boxes
<b>D-4 Pins, Pneumatics</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A458	Metal Rods				4 ea
A459	Rope				1 ea
A460	Tubing and Gaskets				1 ea
A461	Synthetic Sealant				1 box
A462	Replacement Parts		John Crane		2 ea
A463	Metal Parts				9 ea
<b>D-5 Polymer Parts, Posts, Propane</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A466	Electronic Metering Pump		Pulsafeeder		1 ea
A467	Metal Brackets & Misc Bolts, tape				1 ea
<b>D-6 Pulleys, Pumps</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A470	Potable Submersible Pumps	1/6 HP	Simer		2 ea
<b>D-7 Reclaimed Water Station</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A473	Misc Plastic Fittings				3 ea
A474	Metal Corkscrew				1 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A475	Ball Bearings				3 ea
<b>D-8 Regulators, Rings, Rollers</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A478	Compact Submersible Pump		Dayton		1 ea
A479	Open Air Submersible Pump		Dayton		1 ea
A480	Desiccant Dryer	1/4"			1 ea
A481	Propeller for mixing tanks				3 ea
A482	Foot Air Pump				1 ea
A483	Ultrathane Butane Fuel				3 cans
<b>D-9 Rope</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A486	Plastic Hose				1 ea
A487	Parts for Metering Pump				4 ea
A488	Rotors for SBS				1 ea
A489	Drive Housing				1 ea
A490	Micro Pump				1 ea
A491	Belt Press Booster Pump Repair Parts				13 ea
<b>D-10 Rubber Items</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A494	Rubber Gasket				1 ea
A495	O-Rings				5 ea
A496	Misc Replacement Parts				3 ea
A497	Pump		Aurora Penair		2 ea
<b>D-11 Safety Equipment</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A500	Regulators for Methane Purgen & Hosel				1 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A501	Plastometric Valve				1 ea
A502	Brass Gauge Valves				2 ea
<b>D-12 Safety Equipment</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A505	Metal Wear Rings				5 ea
A506	Plastic Seals				4 ea
A507	Brass Gauge Valve				1 ea
A508	Water Gauge SS Aluminim Wheel 12" HP Glass	1/2"	Apollo		1 ea
A509	Stand Paper for belt sanders				1 box
A510	Plastic Caps				2 ea
<b>D-13 Safety Equipment</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A513	Seals				4 ea
A514	Shim in a can				5 cans
A515	Belt sander sand paper				10 sheets
A516	Sand Paper				45 sheets
A517	Sandpiper Pump				1 ea
<b>D-14 Safety Equipment</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A520	Lubricator		Wilkenson		1 ea
A521	Metal Corkscrew				1 ea
A522	Misc Seals				10 ea
A523	Poly Blend Gear Box				1 ea
A524	Return Pump Parts				1 ea

D-15 Safety Equipment					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A527	Padded rubber material				1 roll
D-16 Sampler Parts, Gas Scrubber, Sealants					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A530	Old Pump Switch				1 ea
A531	Sampler Part		Pittman		5 ea
D-17 Seals, Sensors, Shackles					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A534	Pump Shaft Seals				5 ea
A535	Gravity Belt Seal				2 ea
A536	Misc Rubber Seals				9 ea
A537	Tiny O-Rings				80 ea
A538	Pump Seals				3 ea
D-18 Shafts, Sheaves, Shims					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A541	Stuff Box Kit				1 ea
A542	Seal and Seal Kits				38 ea
D-19 Signs, Sleeves					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A545	Seals				5 ea
A546	Solenoids				5 ea
A547	Glass Seals				60 ea
A548	Belt Sensor/Paddle				1 ea
A549	Pump Seal				1 ea
D-20 Solder, Solenoids					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A552	Solenoids				17 ea

E-1 Solids					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A555	Tubing - Misc Length and Type				1 ea
E-2 Solids					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A558	PVC Tubing	1/4" x 3/8" x 1/16"			300 feet
A559	PVC Tubing	3/16" x 1/4" x 1/32"			50 feet
A560	PVC Tubing	1/2"			100 feet
E-3 Solids					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A563	Twine				1 roll
A564	PVC Tubing	3/16" x 3/8" 3/32"			50 feet
A565	PVC Tubing	3/8" x 1/2" x 1/16"			100 feet
A566	PVC Tubing	3/16" x 1/4" x 1/32"			100 feet
A567	PVC Tubing	1/8" x 1/4" x 1/16"			100 feet
E-4 Solids					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A570	Misc. Tubing				150 feet
E-5 Solids					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A573	Empty				
E-6 Spark Plugs, Springs, Sprockets					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A576	Empty				
E-7 Staples, String					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A579	Struts				1 ea
A580	Staples				1 ea



Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A581	Sump Pump for Plant 3 & 4 Pit				1 ea
A582	Pressure Switch (Blower Room)				1 ea
A583	Ball Valve	1"			2 ea
A584	Brass Check Valves	3/4"			4 ea
A585	Brass Check Valves	1/2"			4 ea
<b>E-8 Strut</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A588	Caution Tape				1 ea
A589	Duct Tape				1 ea
A590	Weather Strip				1 ea
<b>E-9 Sump</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A593	Toilet Repair Kit				1 ea
A594	Flushometer Repair Kit				6 ea
A595	Misc Plastic Tubing				1 ea
A596	Autoclave				1 ea
<b>E-10 Tags, Tanks</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A599	Empty				
<b>E-11 Tape, Toilet/Urinal Parts</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A602	Influent Flow Meter				1 ea
<b>E-12 Transducers</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A605	Brass Valves and Fittings				15 ea

E-13 Transfer Switch, Utility Water						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A608	Pipe Heater				1	ea
A609	Pipe Wrap				10	ea
A610	Sealing Packs				10	ea
A611	Regulators				10	ea
E-14 Valves						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A614	Empty					
E-15 Velcro, Valve Vault, Ventilation, Wells, Wheels, Wipers, Wire						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A617	Empty					
E-16 UV						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A620	Empty					
E-17 UV						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A623	Empty					
E-18 UV						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A626	Weather Striping				1	ea
A627	UV Balast		Trojan		8	ea
E-19 UV						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	
A630	Cable Ties				1	ea
E-20 UV						
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity	

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A633	Empty				
<b>F-1 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A636	UPS		Patroit	75	1 ea
A637	UPS		Powerware	4321	1 ea
A638	CRT				1 ea
A639	Cisco Switch				1 ea
<b>F-2 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A642	Misc. Relay Sockets				100 ea
<b>F-3 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A645	Terminal Blocks				9 ea
A646	Sockets				10 ea
A647	Relays/ Misc.				250 ea
<b>F-4 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A650	Misc Electrical Contacts & Relays				250 ea
<b>F-5 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A653	Electrical Wire Nuts				200 ea
A654	Cover Plates				15 ea
A655	Balast				20 ea
<b>F-6 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A658	Sentry Siren				2 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A659	Thermostat				1 ea
A660	Security Camera				1 ea
A661	Electrical Conduit Box		Russell		1 ea
A662	UPS		Smart	1500	1 ea
A663	2-way Radios				1 ea
<b>F-7 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A666	Single Alarm Input/Output Switch		AGN		5 ea
A667	Isolator		AGN		15 ea
A668	Dual Isolator		AGN		5 ea
A669	Hour Meter		Hobbs		1 ea
A670	Counter		Red Lion		2 ea
A671	Controls		Red Lion		2 ea
A672	Rectifier		Detron		1 ea
A673	Solo/Heavy-Duty Flu				2 ea
A674	EZ Trend Front Key Pad				1 ea
A675	TSE Controller				1 ea
<b>F-8 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A678	Transformer				1 ea
A679	Pressure Switch	40/60 psi			1 ea
A680	Photo Controller/ Stem Mount				7 ea
A681	Sensor Rod				2 ea
A682	Time Delay Relays				8 ea
A683	Time Delay Relays		Dayton		7 ea
A684	Floatless Level Switch				6 ea

F-9 Electrical Supplies					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A687	Red Indicator Light	28V			8 ea
A688	Red Indicator Light	120V			12 ea
A689	Contact Block				12 ea
A690	Start Button				5 ea
A691	Red Push to Stop Button				2 ea
A692	Pretest Lights				1 ea
F-10 Electrical Supplies					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A695	Misc. Breakers				15 ea
F-11 Electrical Supplies					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A698	Rack		Allen Bradley		1 ea
A699	Lel Meter				1 ea
A700	Transister Inverter	3PH, 380/500v. 50/60Hz, 4.1A, 3.1kVA			1 ea
A701	G5 Series Vector Drive				1 ea
F-12 Electrical Supplies					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A704	Fuses Misc. Sizes and Numbers				1 ea
F-13 Electrical Supplies					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A707	Outdated Circuit Boards				2 ea
A708	4 Channel Data Link				2 ea
A709	Fiber Optic Cables				4 ea
A710	Circuit Board				2 ea
A711	Intermediate Control Box				2 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A712	Limit Switch				1 ea
A713	Autoelectric drain valve		Speedaire		1 ea
A714	Aux Contact Kit				1 ea
<b>F-14 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A717	Transformer				1 ea
A718	Controller		Cycle Flex		8 ea
A719	Controller Switch				1 ea
A720	Flow Switch				1 ea
<b>F-15 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A723	Time Switch		Dayton		1 ea
A724	Mini Controller				2 ea
A725	CPU		Modicon		1 ea
A726	Blower	230V, 185W, 0.8A			3 ea
<b>F-16 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A729	Enclosure		Altronix		1 ea
A730	Loctite Conduit				1 ea
A731	Small Panel Board				1 ea
<b>F-17 Electrical Supplies</b>					
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A734	Wire Rolls	12 strand			4000 feet
A735	Wire Rolls	22 gauge			1 roll
A736	Wire Rolls	misc			6 rolls

F-18 Electrical Supplies				
Photo Reference #	Part	size	Manufacturer	Part # or Model #
A739	Electrode		Warrick	
A740	Vibration Sensor Blower			
A741	Magnetic Sensor			
A742	Magnetic Pick-up Belt Press			
A743	Proximity Switch			
A744	Pilot Light Switch			
A745	Fuses	FLSR 100		
A746	Fuses	FLSR 40		
A747	Flow Meter		Rosemount	
F-19 Electrical Supplies				
Photo Reference #	Part	size	Manufacturer	Part # or Model #
A750	Conduit Clamp	3/4"		
A751	Conduit Clamp	1.5"		
A752	Plates			
A753	Electrical Boxes			
A754	Outlet, Switches, cover plates			
F-20 Electrical Supplies				
Photo Reference #	Part	size	Manufacturer	Part # or Model #
A757	Misc Electrical Conduit Fitting			
A758	Connector			
A759	90 degree bend			
A760	Misc fittings			

### Storage Garage Spare Part Inventory

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
	Gravity Belt #1/2				1 ea
	Belt Press #2 Top				1 ea
	Belt Press #2 Bottom				1 ea
	Belt Press #1 Top				1 ea
	Belt Press #1 Bottom				1 ea
	Misc V-Belts	Multiple Sizes			50 ea
	Used Submersible Pump	10HP			1 ea
	Used Submersible Pump	1 HP, 1725 rpm			1 ea
	Used Misc Pumps				4 ea
B1 & B2	Compressor	11.8 cfm	Ingersol Rand		1 ea

### Oil Room Spare Part Inventory

Part	size	Manufacturer	Part # or Model #	Quantity
Plastic Sheeting	6 mil		2000	Sq. Ft.
Propane Tanks			4	ea
Oil			14	55 gallon drums
UV Lamps			171	ea
Sorbent Pads			90	ea
Hazmat Socks			12	ea
Fluorescent Bulbs		Sylvania	30	ea
Oil		Mobilgear	15	5 gallon bucket
Misc. Paint			25	1 gallon can
Misc. Paint			12	5 gallon bucket



### Generator Room Spare Part Inventory

Part	size	Manufacturer	Part # or Model #	Quantity
Claifloc, Polyarglamide Powder	50 lb bag		C-3286	20 bags
Sodium Bicarbonate	50 lb bag			15 bags
Potassium Hydroxide	not labeled - 50 lb?			12 bags
Large Plastic Totes - Claifloc (used for mixing chemicals)				2 totes

### Outdoor Container No. 1 Spare Part Inventory

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A3, B3	Wire	12 & 14 Gauge			58 Spools
A4	Coil and Core Ballast				2 ea
A5	Sensors		ITT & Flyght		14 ea
A6	SS Brackets				50 ea
A7	Flood Lights				2 ea
A8	Aerator - air gauges				4 ea
A9	Circuit Board		Eaton		1 ea
A10	Rotor Meters				2 ea
A11	Flex Conduit				1 roll
A12, B3	MAG Flow Meter	8"			2 ea
A13, B3	MAG Flow Meter	6"			1 ea
A14, B3	MAG Flow Meter	4"			4 ea
A15	Butterfly Valve	8"			4 ea
A16	Plug Valve	6"	Valmatic		3 ea
A17, B4	Butterfly Valve	20"			2 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A18	Stands for submersible pumps				4 ea
A19	Conductor Communication Wire				6 spools
A20, B3	PVC Fittings, Couplings, Tee, Elbows, Etc.	1/2" to 8"			500 ea
B5	Air Relief Valve				1 ea
B6	Portable Blower with Baldor Motor				1 ea

**Outdoor Container No. 2 Spare Part Inventory**

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A24	Submersible Pump	10.5 HP			1 ea
A25	Sludge Recirculation Pump				1 ea
A26	RAS Motor (new)	5HP	Tatung	Supermax	2 ea
A27	Lights				2 ea
A28	Motor	3ph, 10HP, 460V, 1175 rpm			1 ea
A29	Motor	800 rpm	Hayward		1 ea
A30	Portable Pump		Briggs Stratton		1 ea
A31	Old SIHI Pump				1 ea
A32	Propeller Meter				1 ea
A33	Clarifier Brackets				20 ea
A34	Fault Coupling				1 ea
A35	Grundfos Pumps w/ Baldor Motors	3HP			1 ea

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
A36	Brake Parts for Bar Screen				1 ea
A37	Sprockets for Bar Screen Climbers				1 ea
A38	Grundfos Hot Water Circulation Pump (new)	1/3 HP			1 ea
A39	Pipe Clamps				3 ea
A40	Motor	1/3 HP	Baldor		1 ea
A41	Mixed Liquor Pump Parts				1 ea
A42	Mayno Pump Parts				1 ea
A43	Blind Flanges				3 ea
A44	Conveyor Chain and Shaft				1 ea
A45	MAG drive Transfer Pump (SBS)				1 ea
A46	SS Cable				2 rolls
A47	Rotor Meters (old)				1 ea
A48	Belt Press Drive Motor (old)	3HP			2 ea
A49	Diaphragm Pump				1 ea
A50	ARV (old for parts only)				1 ea
a	Misc Shafts				10 ea
A52	Shock Chamber				1 ea
A53	lubricator for gravity belts				1 ea
A54	Filters				2 ea
A55	Elbows for RAS pumps	6"			3 ea

A56	Grit Auger Motors	1HP, 3HP			2 ea
A57	Variable Speed Motor	460/230v	Baldor		1 ea
A58	impeller and wear plates				8 ea
A59	Bar screen climber pump	2 HP			1 ea
A60	Price Pump with Blador Motor	1HP, 3HP			1 ea
A61	UV Pump				1 ea
A62	Injection Ring for Belt Press				1 ea
A63	Motor	1HP	US Drive		1 ea
A64	Saddle				1 ea
A65	Misc pipe fittings and valves				100 ea
A66, B7	Old Motors	various HP's			10 ea

#### Outdoor Container No. 3 Spare Part Inventory

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
B8, B9, B12, B13, B14, B20	Submersible Pumps				3 ea
B29	Steel Spool with Flanges	6"			1
	Manhole Lid Openers				3
	Pig				1
B23	Hoses - 20' Long	3"			5
B25	Hoses - 15' Long	6"			8
B26	Steel Flanges	4"			6
B26	Steel Blind Flange	6"			1
B16, B17	Portable Pump	3" x3"	Multiquip	QP-3TH	1
B33	Potable Fan and hose				1

Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
B11, B21, B22	Submersible Pump	33.5HP	ABS		1
B34	Flood Lights on stand				1
	Safety Equipment	2-harnesses, 1-pulley			1
B35	Aluminum Tripod				2
	Stretcher				1
	Emergency Blanket				1
	Spare Tire				1
B23	Potable hose	1"			1
B23	Lay Flat Hose	3"			9
B23, B30	Lay Flat Hose	6"			3
Photo Reference #	Part	size	Manufacturer	Part # or Model #	Quantity
B30	Lay Flat Hose	Misc			3
B24, B27	Camlocks	Misc			22
B25	Pipe Cleaners	Misc			6
B24	Steel Baskets				6
B27, B28	Floats				5
	1" Aluminum Poles				2
B30	1.5" Tubing				1
B31, B32	1st Aid Plastic Bins				4
B32	Cooler				1
	Metal Springs				4
	Spool Pieces - 5'				4
	Metal Pieces				2
B18, B19	Pump Motor				1

### Blower Room Spare Part Inventory

Part	Size	Manufacturer	Part # or Model #	Quantity
Replacement Air Filters	28" dia x 14"			6 ea

### Brown Room Spare Part Inventory

Part	size	Manufacturer	Part # or Model #	Quantity
Air Filters	18" x 24" x 2"			12 ea
Air Filters	16" x 20" x 1"			24 ea
Air Filters	25" x 15" x 2"			1 ea
Air Filters	24" x 24" x 2"			4 ea
Air Filters	16" x 25" x 2"			12 ea
Air Filters	20" x 24" x 2"			2 ea
Air Filters	24" x 24" x 1"			3 ea
Air Filters	16" x 24" x 2"			24 ea
Air Filters	12" x 24" x 4"			5 ea
Air Filters	20" x 30" x 1"			3 ea
Air Filters	14" x 20" x 1"			5 ea
Air Filters	15" x 20" x 1"			13 ea
Air Filters	14" x 25" x 1"			7 ea
Air Filters	14" x 25" x 2"			3 ea
Air Filters	18" x 25" x 1"			11 ea
Air Filters	24" x 24" x 12"			2 ea
Propeller for Outfall Meter				1 ea